

EXHIBIT 3

HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY

Lasinski, Michael J.

February 17, 2021

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IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
MARSHALL DIVISION

MONARCH NETWORKING
SOLUTIONS LLC,
Plaintiff,

CIVIL ACTION NO.

v.

2:20-CV-00015-JRG

CISCO SYSTEMS, INC.,
Defendant.

- - - - -

** HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY **

VIDEOTAPED DEPOSITION of MICHAEL J. LASINSKI,
taken remotely, on February 17, 2021 commencing at
9:10 a.m. eastern time, before Jeffrey Benz, a
Certified Realtime Reporter, Registered Merit
Reporter and Notary Public within and for the
State of New York.

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<p style="text-align: right;">14</p> <p>1 Godfrey LLP on behalf of Monarch Networking to 2 determine the measure of monetary relief that may 3 be appropriate to compensate Monarch if liability 4 is found against Cisco. 5 And then you list the patents. Right? 6 A. That is accurate, yes. 7 Q. And then in the next paragraph you say, 8 My investigation into potential recovery of 9 monetary relief began with the necessary 10 assumption that liability would be found against 11 Cisco for the alleged infringement of the patents 12 in suit. 13 Right? 14 A. That is what it said, you read it 15 correctly. 16 Q. And so you assume, for the purposes of 17 your analysis, that the patents in suit are valid, 18 and infringed, right? 19 A. Correct. 20 Q. And you don't have any opinions on 21 infringement. Is that right? 22 A. Correct. 23 Q. And you don't have any opinions on 24 validity; is that right? 25 A. Correct.</p>	<p style="text-align: right;">16</p> <p>1 distinction that you were making, if Cisco -- if 2 the jury finds that Cisco is not using the patents 3 in suit, in other words, is not infringing, then 4 the damages would be zero. Is that right? 5 A. Again, you know, my understanding is 6 that's always a legal conclusion. But that's not 7 inconsistent with what I've seen in -- in cases 8 and my history of being a damages expert. 9 Q. I mean from an -- an economic 10 perspective, that's true as well, in terms of -- 11 if Cisco is not using the patent, not infringing 12 the patents in suit, the value of the patents in 13 suit to Cisco would be zero in terms of the 14 negotiation. Right? 15 A. They would not have to pay for them, 16 that's right. 17 Q. And you're -- you're aware that there is 18 an issue in this case about whether or not the 19 patents need to be licensed under RAND, R-A-N-D, 20 terms, right? 21 A. I'm aware that there is that issue, yes. 22 Q. And you do not have any opinion on 23 whether or not the RAND obligations apply in this 24 case. Right? 25 A. I have not made an opinion on that.</p>
<p style="text-align: right;">15</p> <p>1 Q. So if the jury finds that the patents in 2 suit are all invalid, there will be no damages 3 due, right? 4 A. Well, my understanding is that that's a 5 legal conclusion, but based on history and other 6 cases that I've worked on, that's what I found. 7 Q. Okay. Maybe -- how about this one? If 8 the jury finds that the patents are not infringed, 9 there will be no value, right? 10 A. Well, I wouldn't say no value. My 11 understanding is that there wouldn't be an award 12 of damages, but ultimately, that's a legal 13 conclusion. 14 Q. Right, there wouldn't be award of 15 damages, but even if you were to try to assess the 16 value to Cisco, if Cisco is not using the patents 17 in suit for non-infringement purposes, the 18 negotiation would result in a zero value because 19 they're not using it, right? 20 A. For -- for -- Cisco would not have to 21 pay damages, that is accurate, yes. 22 Q. Oh, God, I'm sorry. I understand my -- 23 the lack of clarity of my question. 24 So just to be clear, because I think I 25 said it very inartfully, until I caught on to the</p>	<p style="text-align: right;">17</p> <p>1 Q. You did your damages analysis in this 2 case assuming that RAND does apply. Is that 3 right? 4 A. That is accurate, yes. 5 Q. You're not a lawyer; is that right? 6 A. That is correct. 7 Q. And you're not a technical expert in 8 this case; is that right? 9 A. That is correct. 10 Q. You're not an expert on the technology 11 of MAP-T, M-A-P dash T. Is that right? 12 A. That is accurate. 13 Q. And you're also not an expert on MAP-E. 14 Is that right? 15 A. Again, I'm not a technical expert on 16 MAP-E. I do have economic standards -- opinions 17 on that, but I'm not a technical expert. 18 Q. Right. And you also are not a technical 19 expert in V -- VPLS LSM. Right? 20 A. That is right. Correct. 21 Q. And so to the extent there's technical 22 discussions in your report about the various 23 technologies, you're really relying on Dr. Walker 24 for the technical explanation; is that right? 25 A. For the most part, that is correct, yes.</p>

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<p style="text-align: right;">18</p> <p>1 Q. Now, what you've done in this case is 2 present your opinion as to what the appropriate 3 level of damages are. Right? 4 A. Correct. 5 Q. Now, you're familiar with 35 U.S.C. 284? 6 A. Yes. 7 Q. And so, that -- what that says is, Upon 8 finding for the claimant, the Court shall award 9 the claimant damages adequate to compensate for 10 the infringement, but in no event less than a 11 reasonable royalty for the use made of the 12 invention by the infringer, together with 13 interests and costs as fixed by the Court. 14 You're -- you're familiar with that 15 statute? 16 A. I am, yes. 17 Q. And so, the analysis that you applied in 18 this case is consistent with the requirements of 19 Section 284; is that right? 20 A. That is correct. 21 Q. And within Section 284, what you're 22 focused on for this case is figuring out a 23 reasonable royalty for the use made of the 24 invention by the alleged infringer, right? 25 A. That is correct. I have a reasonable</p>	<p style="text-align: right;">20</p> <p>1 case. Right? 2 A. That is correct. 3 Q. And so to the ex-- sorry. 4 A. It is Appendix B. 5 Q. To -- to the extent a document is not 6 cited in your report or listed in Appendix B, fair 7 to say that you did not consider that document in 8 forming your opinions in this case? 9 A. Yes. With two exceptions. 10 Q. Okay. What were the exceptions? 11 A. Well, now I have Doctor -- or 12 Mr. Reading's report. So -- I -- I did not have 13 that at the time of my report, but I do have that 14 now. 15 Q. Okay. 16 A. And then I have also received a RAND 17 report from -- that was developed by Monarch. 18 Q. Is that Dr. Walker's RAND report or -- 19 or Mr. Resnick's RAND report? 20 A. I think it's Mr. Resnick. 21 Q. Okay. 22 Have either of those two reports, the 23 additional information that you've received, have 24 either of those caused you to want to change or 25 revise the opinions that you've laid out in</p>
<p style="text-align: right;">19</p> <p>1 royalty analysis. 2 Q. Now, to reach your reasonable royalty 3 analysis, you consider several materials from the 4 case, and I -- just for clarity, I've sort of 5 moved on to Section 4, "Information Considered." 6 A. Is there a question there? 7 Q. I'm sorry, let me say it again. I was 8 trying to tell you -- tell you where I was and ask 9 the question at the same time. So let me try it 10 again. 11 In considering -- or let me say it -- 12 say it differently. 13 In forming your opinions in this case, 14 you considered information relevant to the matter. 15 Is that right? 16 A. That is correct. 17 Q. And in Section 4 of your report, which 18 we've marked as Exhibit 1, you have a section 19 describing the types of information that you 20 considered, right? 21 A. Correct. 22 Q. And you also have an exhibit to your 23 report, I believe it's Appendix B, where you set 24 out to list all the information that you 25 considered in coming up with your opinions in this</p>	<p style="text-align: right;">21</p> <p>1 Exhibit 1, which is your report? 2 A. No. 3 Q. You agree that in determining the 4 monetary relief in this case, the -- your economic 5 theory of damages must be tethered to the fact of 6 this case. Right? 7 A. Yes. 8 Q. So other than -- in -- in paragraph 13, 9 you say, It is important to note that the opinions 10 and conclusions contained in this report are based 11 on the information that has been made available to 12 me to date. 13 Do you see that? 14 A. Yes. 15 Q. Other than the two additional reports 16 that you mentioned, Mr. Reading's report and 17 Mr. Resnick's report, is there any additional 18 information that you considered beyond what's 19 listed in Appendix B to your report? 20 A. No. 21 Q. Is it fair to say that the entirety of 22 your opinions in this case are contained within 23 your expert report, which is Exhibit 1? 24 A. My affirmative opinions, yes. 25 Q. You're drawing a distinction between</p>